

*For policies effective on or after January 1, 2006*

Your Consumer Guide  
**ways to**  
**save**  
**on your 2006**  
Automobile Insurance



# What's New in 2006

## Changes to Safe Driver Insurance Plan (SDIP)

- Switch from step system to easily understood point system
- Greater safe driving incentives than ever before

## Legend



**Caution** - this icon points to areas where you should exercise caution in your choices.



**Think** - this icon highlights additional information to consider in your choices.



**Costs** - this icon points to areas with special cost considerations.

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## **Important Notice**

Remember that this brochure is not meant to be a substitute for reading your Massachusetts Automobile Insurance Policy. That policy is your insurance contract. Questions or disputes concerning your automobile insurance will be resolved according to the terms of this policy.

# Part I. What is in my insurance policy?

## Coverages you must buy: Compulsory Insurance Parts 1-4

### 1. Bodily Injury to Others

Bodily Injury to Others pays for damages (e.g. medical expenses, pain and suffering) to anyone injured or killed by your car **only in an accident that occurs in Massachusetts**, up to basic limit of \$20,000 per person and \$40,000 per accident. Injuries to the driver or passengers in your car are not covered under this Part; please refer to Personal Injury Protection (Part 2) for information about that coverage.



If you drive outside of Massachusetts or in places where the public has no right of access, or if you drive with guests in your car, please see Optional Bodily Injury to Others (Part 5), for coverage that will protect you in such situations.



You could be sued for more than the required (\$20,000/\$40,000) limits for Bodily Injury to Others. Buying higher limits under the Optional Bodily Injury to Others (Part 5) coverage may protect you from large losses. The limits you select will depend on your personal financial situation; limits of \$100,000 per person, \$300,000 per accident are commonly selected.



### 2. Personal Injury Protection (PIP)

Personal Injury Protection (PIP) pays up to \$8,000 to you or anyone you let drive your car, anyone living in your household, passengers and pedestrians, no matter who causes the accident. Personal Injury Protection pays for medical expenses, replacement services and 75% of any lost wages.

Your PIP coverage pays for medical expenses in excess of \$2,000 that are not paid for by your medical insurance only after these expenses have been submitted to the medical insurer to determine what it will and will not pay. Your PIP coverage will **not** pay for expenses over \$2,000 that your medical insurer would have paid if the injured person had sought treatment in accordance with the terms of your health plan.



Your health insurance may not cover all of your medical expenses from an auto accident such as cosmetic and dental services, co-payments and deductibles. Also, your disability policy may have long waiting periods. The small savings from the larger deductible may not be worth it.



The driver and passengers, while riding a motorcycle, are not covered by PIP. However, the owner of the motorcycle must purchase this coverage to protect other people who may be injured by the motorcycle.



You can save on your premium by excluding yourself, or yourself and household members from some or all of this coverage. You should consider this option if you have a medical and disability income plan. The portion of each claim you have agreed not to be covered for is called a “deductible.”

*NOTE: PIP covers owners of cars and motorcycles, and members of their households, if they are injured while occupying or struck by a car that does not have Massachusetts Compulsory Insurance.*

### 3. Bodily Injury Caused By An Uninsured Auto

Bodily Injury Caused by an Uninsured Auto protects you, anyone you let drive your car, household members and passengers (unless covered by another Massachusetts policy with similar coverage) against losses caused by an uninsured or unidentified (“hit and run”) driver. A minimum limit of \$20,000 per person and \$40,000 per accident is required. This coverage does not pay for property damage or damage to your auto.

### 4. Damage to Someone Else’s Property

This coverage pays for damage to another person’s property and costs associated with the loss of use of that property, when you, a household member or another authorized driver cause an accident. A minimum limit of \$5,000 is required.



With the rising costs of automobile and property repair, it may make sense to purchase more than the required \$5,000 minimum limit. This can be done at minimal cost. Limits of \$50,000 or \$100,000 are frequently purchased.

# Coverages you may buy:

## Optional Insurance Parts 5 -12

### 5. Optional Bodily Injury to Others

This optional coverage extends your liability protection (the basic \$20,000/\$40,000 limits under Bodily Injury to Others) up to the amount you purchase under this part. This option provides coverage for accidents beyond Massachusetts to anywhere in the United States, its territories or possessions, or Canada. This coverage also pays for damages suffered by guests in your auto.



Your automobile is not covered in any country other than the U.S. and Canada.



You could be sued and may be liable for much more than the \$20,000 per person and \$40,000 per accident limits required under Bodily Injury to Others (Part 1.)



Buying higher limits under the Optional Bodily Injury to Others coverage may make good sense if you have assets you wish to protect.

### 6. Medical Payments

Optional medical payments coverage covers medical expenses for you, your household members and passengers, over and above amounts covered by Personal Injury Protection (PIP) no matter who caused the accident. The minimum amount you can buy is \$5,000 if insuring an automobile and \$500 if insuring a motorcycle.

### 7. Collision

Collision coverage pays for damage to your car, less any applicable deductible, no matter who causes the accident. If your car is financed, your lender may require this coverage as well as a particular deductible amount.

#### Selecting Your Deductible

Your deductible will be set at \$500 unless you select a different amount. You can always save on your premium by choosing a larger deductible where one is offered. In determining the right deductible for you, decide how much you can afford to pay out of your own pocket in the event of an accident or loss in which you are at fault, or the other driver is unidentified. The deductible you choose is the amount you should expect to pay if you use this coverage option. This information also applies to Limited Collision coverage (Part 8) and Comprehensive coverage (Part 9).

## Waiver of Deductible

Buying Collision coverage with a “waiver of deductible” means that the collision deductible you choose will not apply when an accident is **caused** by another **identifiable** driver. This is most helpful when there is an uninsured, identifiable driver. If you are in an accident caused by another identifiable driver who is insured, their Part 4 coverage (Damage to Someone Else’s Property) will pay your automobile’s damages to the limit they purchased. You will not have to pay the deductible amount.



If you are in an accident caused by another **identifiable** driver who is **uninsured**, the waiver of deductible will pay the collision deductible you selected; however, you must pay additional premium for this option.



Find out what your car is worth today. If you have a car of low dollar value, it may be a wise economic choice **not** to buy the Collision and Comprehensive coverage unless a lender requires it.



However, if your automobile has substantial value because of its exceptional condition, such as an antique, classic or restored automobile, you should have it appraised and then consider insurance coverage in light of the appraised value.

## 8. Limited Collision

This coverage also pays for collision damage to your car. You must not be more than 50% at fault and the owner of the other vehicle must be identified.



## 9. Comprehensive

Comprehensive coverage pays for damage to or loss of your car, less any applicable deductible, resulting from perils such as fire, theft, vandalism, and striking an animal, but not collision. This coverage allows up to \$15 per day (to a limit of \$450) for substitute transportation (rental or other transportation costs including taxi, bus, and train fare) until your stolen auto is recovered. Personal property is not covered unless it is permanently installed in your car, such as a stereo. If your car is financed, your lender may require this coverage.



If your automobile is stolen you must report it to the police and your insurance company. You will be reimbursed for transportation costs after the first 48 hours following the report.



You may be denied Comprehensive coverage or required to pay a higher extra-risk rate if you own a **high-theft vehicle** which does not have a qualifying anti-theft or recovery device. Coverage may be denied or priced higher under certain other conditions.

## 10. Substitute Transportation

This coverage reimburses up to \$15 a day for car rental or transportation costs including taxi, bus, and train fare (up to \$450), while your car is undergoing collision or covered repairs. Coverage of up to \$100 a day (up to a limit of \$3,000) is available for an additional cost. Even if you have this coverage, some car rental agencies may refuse to rent to you if you are under a certain age, a poor credit risk, do not have an acceptable credit card or have an unacceptable driving record.



Your Collision, Limited Collision, and Comprehensive coverage will apply to any other car you rent or use with the consent of the owner, except a vehicle owned or regularly used by your spouse or a household member.



If you can afford to take a cab or rent a car when your car is in the shop for collision repairs, you may not need Substitute Transportation coverage.





## 11. Towing and Labor

Towing and Labor coverage pays up to \$50 for towing and labor charges each time your car breaks down whether or not there is an accident involved. You are covered only for the on-site labor costs at the breakdown site (not any parts) needed to get your car running again. Coverage up to \$100 per disablement is available for additional cost.



If you belong to a Motor Club, you probably do not need this coverage since many Motor Clubs' services include towing and labor.

## 12. Bodily Injury Caused by an Underinsured Auto

This coverage pays for bodily injury damages to you, household members and passengers, unless they have a policy of their own, or are covered by a Massachusetts auto policy of another household member with similar coverage. The accident must be caused by someone without enough bodily injury coverage. It pays you up to the difference between the total amount collected from the bodily injury liability insurance covering the owner and driver of the other car, and the limits you purchased for this coverage.



Since many people buy only the minimum required amounts for Bodily Injury to Others, selecting higher limits may protect you from incurring high personal injury expenses. You may purchase coverage up to, but no more than, the limits of Bodily Injury to Others coverage you carry.



This coverage will not pay for damage to property.

## Part II. How is my premium calculated?

Many consumers are confused about how their automobile insurance premiums are calculated. They mistakenly believe that they have no control over the cost of their auto insurance. While it is true that companies are not permitted to charge different premiums to the customers from the same town with the same driving history (except for certain specified discounts), Massachusetts drivers do have the ability to lower their auto insurance premium.

Each year, the Division of Insurance sets a base rate - or average rate - for Private Passenger Automobile Insurance Policies. Insurers then calculate each driver's actual premium through variations from this base rate. They do this in four basic steps with adjustments based on:

- Your car, driving experience and location
- How much insurance you want
- Certain discounts
- The Safe Driver Insurance Plan (SDIP)

### Your Car, Driving Experience and Location

The average rate is adjusted up or down for you depending on the make and model of your car. Newer and more expensive cars result in higher premiums than older and less expensive cars. In addition, drivers are classified based on their years of driving experience: Drivers with 6 or more years of experience are classified as Experienced Operators and pay lower premiums. Inexperienced Operators - those with less than 6 years of driving experience - pay higher premiums. Finally, your premium is adjusted up or down from the base rate based on the town where you garage your car. Residents of towns with higher claims costs pay higher premiums than those from towns with lower claims costs.

### How Much Insurance Do You Want

Once the base rate is adjusted based on your car, driving experience and location, your premium can go up or down based on the amount of insurance you choose to purchase. Choosing higher coverage limits or lower deductibles will raise your premium. Lowering your coverage limits or selecting higher deductibles will lower your bill.



## Discounts

Once your premium is calculated from the average rate based on your car, driving experience, location and the amount of insurance you want, your insurer then applies certain discounts that can lower your premium. Examples of discounts are low-mileage, passive restraint, anti-theft device, and group discounts. All available discounts are explained in Section IV of this brochure.

## Safe Driver Insurance Plan (SDIP)

Finally, your premium may increase or decrease based on your driving history. The Safe Driver Insurance Plan (SDIP) is the point-based system that lowers premiums for drivers with clean driving records, and increases premiums for drivers with traffic violations and at-fault accidents. Drivers receive surcharge points for violations and accidents that occurred within the 6 years immediately preceding the effective date of the policy. SDIP is explained further in the next section.

# Part III. Safe Driver Insurance Plan

The Safe Driver Insurance Plan (SDIP) is a program created by state law that encourages safe driving with lower premiums for drivers who do not cause accidents or commit traffic violations and by ensuring that high-risk drivers pay a greater share of insurance costs. The SDIP premium adjustment is the last step in your premium calculation, after all rating factors and discounts have been applied.

## New For 2006

Beginning with policies effective on or after January 1, 2006, the Massachusetts SDIP is converting from a “step” to a “point” system. This change will make the system of discounts and surcharges easier to understand and comparable to what is in place in other states. More importantly, drivers in Massachusetts will have even greater control over their premium through safe driving.

## Your Driving Record Affects Your Rates

If you have at-fault accidents or commit traffic violations, your driving record will accumulate surcharge “points” depending on the nature of the incident. You accumulate surcharge points if you are responsible for an accident or commit a traffic violation.

- **Accidents** - You receive surcharge points if you are more than 50% at-fault for a motor vehicle accident that results in damage to property or bodily injury of more than \$500. If you disagree with the determination that you are at fault for an accident, you may appeal the surcharge to the Board of Appeals. For details, please read the appeals section on page 13.
- **Traffic Violations** - You also receive surcharge points if you are convicted of, or pay a fine for a traffic violation; or are assigned to a drug or alcohol education program. If you disagree with a traffic violation, you must appeal it through the court system. Traffic violations cannot be appealed to the Division of Insurance Board of Appeals or the Merit Rating Board.

Drivers with no at-fault accidents or moving violations will have zero (0) surcharge points. Drivers with at least 5 years of clean driving will receive a considerable discount.

No surcharge points will be assigned to any surchargeable incident in the sixth (oldest) year of the policy experience period.

## The schedule of surcharge points is as follows:

Surchargeable Incident	Surcharge Points
Major Traffic Violation (i.e., D.U.I.)	5
Major At-Fault Accident (claim over \$2,000)	4
Minor At-Fault Accident (claim over \$500 to \$2,000)	3
Minor Traffic Violation (i.e., speeding)	2

No surcharge points are assigned to the first non-criminal minor traffic violation in the 5 years immediately preceding the effective date of your policy.

One significant change for 2006 is that at-fault Bodily Injury Liability claims over \$500 occurring on or after January 1, 2006 will now be subject to surcharge - even if there is no Property Damage Liability (PDL) or Collision claim as a result of the incident.

## Surcharge Points Cost You Money And Increase Your Premium

Is there much of a difference between point levels? The differentials are established as part of the annual private passenger automobile rate setting process. The more points you have, the higher your premium. Points can accumulate quickly and each new incident increases the number of points on your record. Each point increases the premium paid for 4 coverages in your policy: Compulsory Bodily Injury (part 1), Personal Injury Protection (part 2), Damage to Someone Else's Property (part 4), and Collision (part 7). In 2006, the premium for drivers with less than 6 years of driving experience (Inexperienced Operators) is 7.5% above the base rate on parts 1, 2, 4, and 7 for each surcharge point on their driving record. The premium for drivers with 6 or more years of driving experience (Experienced Operators) is 15% above the base rate on parts 1, 2, 4, and 7 for each surcharge point.

The new SDIP system has built-in discounts to reward drivers with consistently clean driving records. Drivers who have at least 5 years of driving experience and no surchargeable incidents in the last 5 years will receive the **Excellent Driver Discount**. This discount will lower their premium by 7% on Parts 1, 2, 4 and 7, in addition to any decrease from the removal of surcharges from the previous policy period. You are also eligible for the **Excellent Driver Discount** if you have 5 years of driving experience and exactly one, non-criminal, minor traffic violation that is at least 3 years older than the policy effective date. In addition, drivers with 6 years of driving experience and no surchargeable incidents in the last 6 years will receive the **Excellent Driver Discount Plus** - lowering their premium on parts 1, 2, 4 and 7 by 17%.

# If I Have Surcharge Points, How Can I Lower My Premium?

Even if your driving record contains surcharge points, the new system has built-in incentives for improving your driving. If you have no more than 3 surchargeable incidents over the last 5 years, the point value of each of those incidents will go down by 1 when you have 3 years of incident free driving. For many drivers, three years of clean driving could lead to significant reductions in surcharges. Let's see how:

Bill - 2006 Premium		
Minor at-fault accident	2005	= 3
Speeding	2004	= 2
Speeding (no surcharge for 1st traffic violation)	2004	= 0
Total Surcharge Points		= 5

Jane - 2006 Premium		
Minor at-fault accident	2002 (3-1)	= 2
Speeding	2001 (2-1)	= 1
Speeding (no surcharge for 1st traffic violation)	2001	= 0
Total Surcharge Points		= 3

Both Bill and Jane have the same incidents on their respective driving records - one minor accident and two speeding tickets. However, Jane's last 3 years of driving have been incident free. Since she has no more than 3 total incidents in the last 5 years, she will see her surcharge point total go down from 5 to 3. For a typical experienced Massachusetts driver, the difference between 5 and 3 surcharge points could amount to hundreds of dollars, depending on car model and location. If Bill can keep a clean driving record for the next 3 years, he will see the same decrease in his surcharge points. Let's look at another example:

Tom - 2006 Premium		
Major at-fault accident	2002 (4-1)	= 3
Speeding	2001 (2-1)	= 1
Speeding (no surcharge for 1st traffic violation)	2001	= 0
Total Surcharge Points		= 4

Mary - 2006 Premium		
Speeding	2005	= 2
Minor at-fault accident	2004	= 3
Failure to Yield	2004	= 2
Major at-fault accident	2002	= 4
Speeding	2001	= 2
Speeding (no surcharge for 1st traffic violation)	2001	= 0
Total Surcharge Points		= 13

Both Tom and Mary had the same incidents through 2002 - 2 speeding tickets and one major at-fault accident. The difference is that Tom improved his driving and has had no incidents over the last 3 years. The result is that his surcharge points decreased from 6 to 4 starting in 2006. On the other hand Mary has not made any changes in her driving habits. She has accumulated three additional incidents - 2 minor, non-criminal, traffic violations and a minor at-fault accident. This means that she not only has 7 new surcharge points on her driving record since 2002, but she loses out on the point reduction for her three older incidents. Mary's insurance bill will be very high again this year. For typical experienced Massachusetts drivers, the difference between 4 and 13 surcharge points could amount to hundreds or even thousands of dollars, depending on car model and location. As long as her driving places other people at risk, she will continue to pay much higher premiums than drivers like Tom and Jane.

## Operators New To Massachusetts

The SDIP system allows drivers new to Massachusetts to get credit for their safe driving in other jurisdictions. If a driver new to Massachusetts was licensed in another state or country within the last 6 years, the driver will initially have zero (0) SDIP surcharge points. However, the new driver will not be eligible for any safe driving discounts.

If a new driver's Motor Vehicle Report (MVR) is electronically available, the insurer will be responsible for obtaining it from the state or country where the driver was previously licensed. If an MVR is not electronically available, the driver can obtain an official driving record or a record from a previous insurer and submit it to the current insurer. If that driving record is not in English, the driver must obtain a translation certified true and correct by a translator, attach it to the driving record, and submit it to the current insurer. This information is submitted to the Merit Rating Board and is used along with the Massachusetts driving record to determine the Operator SDIP Points and eligibility for any of the discounts or incentives. Surcharge points cannot be appealed to the Merit Rating Board.

# Application Of At-Fault Accident Surcharges To Your Record

Insurers are required to determine if a driver is more than 50% at fault for an accident by applying the Standards of Fault (211 C.M.R. 74.00). These standards are common accident types under which you are presumed to be more than 50% at fault. For example drivers are presumed to be more than 50% at fault when operating a vehicle which collides with the rear section of another vehicle. This presumption will also determine the outcome of an appeal hearing unless you overcome the presumption by providing enough evidence that you were not more than 50% at fault.

If your company determines that you are at fault for an accident, they will send you a Surcharge Notice. This notice includes instructions for appealing the surcharge to the Board of Appeals at the Division of Insurance. Surcharge points remain on your driving record unless you successfully appeal the surcharge.



If you receive a Surcharge Notice naming the wrong operator, call your insurance company. Your insurer will rescind the incorrect notice and reissue the notice to the correct operator.

# Appealing An At-Fault Accident Surcharge



If you disagree with your insurer's surcharge determination and believe that you are 50% or less at fault for the accident, you may appeal the surcharge to the Board of Appeals at the Division of Insurance. The filing fee for an appeal is \$50. Appeals must be filed within 30 days of when you receive your Surcharge Notice. If you do not file your appeal within 30 days, you may lose your right to appeal the surcharge and the surcharge points will remain on your driving record.



Once you have submitted your appeal, you will receive a Surcharge Appeal Receipt. Approximately three weeks before your hearing, you will receive a notice indicating the date, time and location of your hearing. If surcharge points are applied to your premium while you are waiting for your appeal date, you must pay the additional premium or your policy will be cancelled. If you win your appeal, you will receive a refund or credit from your insurer for any excess premium you have paid due to the surcharge.

The appeal does not guarantee success. If you do not agree with the decision of the Board of Appeal, you may appeal the decision to Superior Court.

If you have questions about the Safe Driver Insurance Plan, please contact the Merit Rating Board's Customer Service Section at 617-351-4400.

## Part IV. Discounts

### Age 65 or Older

A 25% discount for all coverages will be applied to a premium after all other discounts and rating factors if the driver meets the following conditions:

- The principal operator is 65 years or older,
- There are no Inexperienced Operators (less than 6 years driving experience) on the policy, and
- The vehicle is not customarily used for business

### Passive Restraint

A 25% discount applied to the premium paid for parts 2, 3, 6 and 12 is available if your automobile is equipped with an air bag or automatic seat belts.

### Annual Mileage

A 10% discount applied to the premium paid for Parts 1-8 and Part 12 is available if your verified annual mileage falls between 0-5000 miles. A 5% discount off of the premium paid for Parts 1-8 and Part 12 is available if your verified annual mileage falls between 5001-7500 miles. Please note: antique vehicles are not eligible for this discount.

### Anti-Theft

Anti-theft discounts of up to 36% on Part 9 are available for automobiles with various types of qualifying anti-theft devices. Your insurance company or agent can provide you with a list of the qualifying anti-theft devices and the corresponding discounts available.

### Multiple Cars

A 5% discount applied to the premium paid for compulsory coverages (Parts 1, 2 and 4) and, if selected, optional coverages (Parts 5, 7, 8 and 9) is available if an individual or married couple own two or more automobiles insured by the same company. Antiques are not eligible for this discount.

## Public Transit

A 10% public transit discount applied to the premium paid for Parts 4 and 7 (up to a maximum of \$75 per eligible vehicle) is available if:

- 1) You provide your insurer with evidence of purchase of 11 months of commuter passes from qualified transit systems, and
- 2) You do not drive your automobile to work or school more than 10 days or more per month.

Your insurance company or agent can provide you with a list of the qualified transit systems.



## Rate Deviations

Some insurance companies have been offering discounts to their existing policyholders by filing requests with the Commissioner of Insurance to "deviate" from the basic insurance rate. These discounts have been offered primarily to the safest drivers. Check with your agent to see if your insurance company has been approved to offer discounts to its safest drivers. If you are eligible for a group and a safe driver discount, you can take advantage of both!

## Group Discounts

In recent years, many insurers have been offering discounts to numerous groups to attract new customers. These discounts will decrease your entire insurance premium. In addition, many group plans do not charge interest or require an initial deposit.

Groups can be sponsored by an employer, civic organization, motor club, association, trade union, credit union, etc. You may want to check with agents of several different insurers to learn which groups the insurer has been approved to offer discounts to and the size of the discounts. Any member of an approved group is eligible for the discount.



Group plans are not guaranteed to be renewed or to be renewed at the current discount level. By law, groups may be continued if after two years of operation the group has 35% of its eligible members participating. If, however, after three years a group's loss and expense ratio makes the group unprofitable it cannot renew policies.

## Part V. Claims & Fraud

### Everyone Pays for Insurance Fraud

Auto insurance fraud is not a victimless crime. We can all do our part to hold down costs by reporting suspected fraud and being part of the solution.

When you are involved in an automobile accident, you rely on your auto insurer to handle your claim properly, fairly, and with as little inconvenience to you as possible.

As policyholders, we can ensure the efficiency of claims processing by doing our part to assist insurers in providing accurate information when the policy is issued and in the fact-gathering process that follows an automobile accident.

### Buying a Policy

The single most important thing you can do to protect yourself from a claim denial is to check that all of the information you provide your insurance company is complete and accurate.

You must indicate where your car is garaged most of the time, regardless of your listed address. Furthermore, you must also list all the licensed drivers who are likely to operate your vehicle. This includes people who live with you (family and roommates) who do not have their own auto insurance, and also people who use your car on any kind of regular basis.

## After an Accident

Three simple steps can make a real difference in collecting all of the relevant information in the event of an accident:

- 1) Keep the following items in your glove compartment - a disposable camera, a first aid kit, a tape measure, and blank police reports or accident diagrams.
- 2) Note all participants and witnesses at the scene including their name, address, contact information, and insurers regardless of whether or not anyone was injured.
- 3) File reports with the local police and your insurer promptly after the accident.

These easy steps will allow you to make a contribution to containing the cost of fraud to all insurers and thereby hold down rates for all consumers. In addition, you will be far more likely to be satisfied with the handling of your claim. If you suspect fraudulent conduct on the part of anyone involved in your motor vehicle accident or your insurance claim - including other operators, any passengers, the repair shop, the appraiser, or any employee of the insurer - please call the Insurance Fraud Bureau hotline at 1-800-32-FRAUD. Another number to remember is the Governor's Auto Theft Strike Force Hotline at 1-800-HOT-AUTO when you have information about an auto theft. You will be able to speak confidentially with an investigator about your suspicions.

Finally, be sure that your auto body repair shop is registered with the Division of Standards 1-617-727-3480.

# The Use of Original Equipment Manufacturer (OEM) Parts in the Repair of Your Vehicle

## OEM Parts No Additional Charge to Owner

You are entitled to the use of Original Equipment Manufacturer (OEM) parts in the repair of your vehicle under any of the following circumstances:

- Your vehicle has been driven for no more than 20,000 miles, or
- The operational safety of the vehicle would otherwise be impaired, or
- After reasonable and diligent effort, an appropriate rebuilt, aftermarket or used part cannot be located.

## OEM Parts With Out of Pocket Charge to Owner

If you do not meet any of the criteria listed above, you can always require your auto repairer to use OEM parts, but you must pay the increased cost that may result.

## Optional Endorsement

Some insurers may offer for payment of additional premium an endorsement covering the amount necessary to replace any damaged "crash part" which cannot be repaired, with an OEM part on any auto to which the endorsement applies. Contact your agent or insurance company to see if they offer this endorsement. A crash part is defined as a motor vehicle part of sheet metal or plastic that constitutes the visible exterior of the vehicle, including inner and outer panels. Coverage for glass or mechanical parts is excluded.

## Notice

Whenever repairs are to be made to a vehicle using non-OEM parts, state law requires that notice must be given by the appraiser and repairer to the owner **prior** to repairs being made.



## **Part VI. Things to Remember**

### **Pre-Insurance Inspection**

A Pre-Insurance inspection of used private passenger motor vehicles prior to providing coverage for Collision, Limited Collision or Comprehensive is required unless waived by your insurer. The inspection may be deferred for ten calendar days - not including legal holidays and Sundays. If your auto is not inspected within the required time, these coverages will be automatically suspended. Your premium will be adjusted if the suspension lasts more than 10 days.

### **Cancelling Your Policy**

If you cancel your insurance policy, no refund will be issued until your insurance company receives a receipt showing the license plates have been returned to the Registry of Motor Vehicles.

### **Safety Inspection and Premium Payment**

It is your responsibility to make sure that your safety inspection sticker is current. If you fail to keep your sticker current, you may be fined and surcharged. You must pay your premium to avoid cancellation of your insurance. On the effective date, cancellations are electronically reported to the Registry of Motor Vehicles.

### **Travel Outside Massachusetts**

If you travel outside of Massachusetts to another state or to Canada, it is a good idea to have your insurance policy or proof of insurance with you. Your agent or insurance company can provide these forms.

### **Newly Licensed Drivers**

If any of your children who are household members obtain a driver's license you must notify your company within 60 days of that date. You must list all licensed household members and any other licensed person who will customarily operate your auto.

### **Cooperate with Your Insurance Company**

If you or someone on your behalf gives your insurance company false, deceptive, misleading, or incomplete information concerning the description and place of garaging of vehicles to be insured, the names of operators required to be listed, and the answers given for all listed operators, your insurer may refuse to pay your claims under any and all of the Optional Insurance Parts of your policy.

# Accident Information

Date		Time	
Operator's Name		Date of Birth	
License Number (on driver's license)		License Plate Number	
Operator's Address		City/Town	Zip Code
Owner's Name (if different)		Owner's Address (if different)	
Insurance Company		Policy Number	
Accident Location - Street		City/Town	
# of Lanes	Landmarks / Conditions		
List Witnesses / Describe Accident			

## Sketch Accident Scene

